

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: 11/17/04

DIVISION: COUNTY ADMINISTRATOR

BULK ITEM: YES

DEPARTMENT: AIRPORTS

AGENDA ITEM WORDING: Approval of contract with Florida Industrial Electric, Inc., for the Taxiway Lights and Airfield Guidance Sign Project at the Florida Keys Marathon Airport.

ITEM BACKGROUND: This project will be funded 95% by the Federal Aviation Administration, and 2.5% each by the Florida Department of Transportation and Passenger Facility Charge Revenue.

PREVIOUS RELEVANT BOCC ACTION: Award of bid to Florida Industrial Electric, 8/18/04.

CONTRACT/AGREEMENT CHANGES: New agreement.

STAFF RECOMMENDATION: Approval

TOTAL COST: \$244,902.90

BUDGETED: Yes

COST TO AIRPORT: None
COST TO PFC: \$6,122.57
COST TO COUNTY: None

SOURCE OF FUNDS: FAA, FDOT, PFC Revenue

REVENUE PRODUCING: No

AMOUNT PER MONTH /YEAR:

APPROVED BY: County Attorney X

OMB/Purchasing X

Risk Management X

DIRECTOR OF AIRPORTS APPROVAL

P. Horton
Peter J. Horton

DOCUMENTATION: Included X

To Follow

Not Required

AGENDA ITEM #

FI

DISPOSITION: _____

/bev
APB

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Florida Industrial Electric

Effective Date: Execution

Expiration Date: 60 calendar days

Contract Purpose/Description: Taxiway Lights & Airfield Guidance Signs for the Marathon Airport

Contract Manager: Bevette Moore
(name)

5195
(Ext.)

Airports - Stop # 5
(Department/Courier Stop)

for BOCC meeting on: 11/17/04

Agenda Deadline: 11/2/04

CONTRACT COSTS

Total Dollar Value of Contract: 244,902.90

Current Year Portion: 244,902.90

Budgeted? Yes

Account Codes: 403-63541-560-640-GAMA38

Grant: Yes, FAA & FDOT

County Match: PFC Revenue

ADDITIONAL COSTS

Estimated Ongoing Costs: N/A
(not included in dollar value above)

For: .
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed Yes No	Reviewer	Date Out
Airports Director	<u>1/1/</u>	() ()	<u>P J H Bar</u>	<u>1/1/</u>
Risk Management	<u>10/26/04</u>	() ()	<u>M. S. Horton</u> for Risk Management	<u>10/26/04</u>
O.M.B./Purchasing	<u>10/27/04</u>	() ()	<u>Shirley A. Barker</u> for OMB	<u>10/27/04</u>
County Attorney	<u>1/1/</u>	() ()	<u>Pedro Mercado</u> County Attorney	<u>10/29/04</u>

Comments: _____

SECTION D

CONTRACT TO

Taxiway Lights (2 T/W) and Airfield Guidance Sign Florida Keys Marathon Airport

THIS AGREEMENT made and entered into the _____ day of _____
by and between Florida Industrial Electric, Inc. Contractor,
and the Monroe County Board of Commissioners, Key West, Florida, Owner.

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out hereby agrees with the Owner as follows:

1. That the Contractor, shall furnish all the materials, and perform all of the work in the manner and form as provided by the following enumerated Instruction to Bidders, Form of Proposal, General Provisions, Special Provisions, Technical Specifications, Form of Contract, Form of Bond, Drawings and Addenda, which are attached hereto and made a part hereof, as if fully contained herein, for the construction of:

Taxiway Lights (2 T/W) and Airfield Guidance Sign
Florida Keys Marathon Airport
Monroe County, Florida

2. That the Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within sixty (60) calendar days from the Notice-to-Proceed (Construction) as per Special Provision No. 2.
3. The Owner hereby agrees to pay to the Contractor for the faithful performance of the agreement, subject to additions and deductions as provided in the specifications or proposal in lawful money of the United States as follows:

Approximately Two Hundred Forty-Four Thousand Nine Hundred Two and 90/100 Dollars
(\$ 244,902.90) in accordance with lump sum and unit prices set forth in the proposal.

4. On or before the 15th day of each calendar month, the second party shall make partial payment to the on the Contractor basis of a duly certified and approved estimate of work performed during the preceding calendar month by the Contractor, less ten percent (10%) of the amount of such estimate which is to be

retained by the Owner until all work has been performed strictly in accordance with this agreement.

5. Upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this agreement shall be made within twenty (20) days after the completion by the Contractor of all work covered by this agreement and the acceptance of such work by the Owner.
6. It is mutually agreed between the parties hereto that time is of the essence in this contract and in the event the construction of the work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the amounts described in the Liquidated Damages Section per day for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by failure of the Contractor to complete the work within the time stipulated and this sum is not a penalty being the stipulated damages the Owner will have sustained in the event of such default by the Contractor.
7. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the Owner.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written in two (2) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original contract.

Florida Industrial Electric, Inc.
(Contractor)

By: C. E. O. - [Signature]

Title: President
President*

WITNESS: [Signature]

(Monroe County Board of Commissioners)

By: _____

Title: _____

WITNESS: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ATTORNEY'S OFFICE
DATE 10/29/06

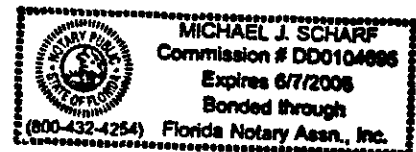
STATE OF FLORIDA

COUNTY OF Seminole

I, the undersigned authority, a Notary Public in and for said County and State hereby certify that Conrad Eigenmann, Jr. whose name as President of Florida Industrial Electric, Inc. signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the within instrument, he, in his capacity as such, executed the same voluntarily on the date the same bears date.

Given under my hand and seal this 6th day of October, 2004.

Michael J. Scharf
Notary Public



* Who is authorized by the corporation to execute this contract.

SECTION K

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

This form must be signed and sworn to in the presence of a Notary Public or other official authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No.
AIP No. 3-12-0044-2004
for Taxiway Lights (2 T/W) and Airfield Guidance Sign.
2. This sworn statement is submitted by Florida Industrial Electric, Inc.
(name of entity submitting sworn statement)
whose business address is 811 Wilma Street, Longwood, FL 32750
and (if applicable) its Federal Employer Identification Number (FEIN) is:
59-3508913
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Ronald H. Rothwell and
my _____
(please print name of individual signing)
relationship to the entity named above is Vice President/COO.
4. I understand that a "public entity crime", as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving anti-trust, fraud, theft, bribery, collusion, racketeering, conspiracy or material mis-representation.
5. I understand that "convicted" or "conviction", as defined in Paragraph 287.133(1)(6), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate", as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person", as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

XXX Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies)

_____ There has been a proceeding concerning the conviction before a Hearing

Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the Final Order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the Final Order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature of Authorized Representative:

Ronald H. Rothwell v.p/coo

Vice President/COO

Title

July 1, 2004

Date

STATE OF FLORIDA

COUNTY OF: Seminole

The foregoing instrument was acknowledged before me this 2nd day of July

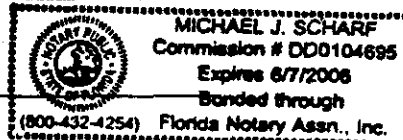
2004, by Ronald H. Rothwell, Vice President
(Sole, Corporation or Partnership)

who is personally known to me or who has produced _____
as identification and who did/did not take an oath.

[Signature]
(Signature of Notary Public, State of Florida at Large)

Michael J. Scharf
(Print name of Notary Public)

My Commission Expires



SECTION L

**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

Florida Industrial Electric, Inc. warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

Ronald H Rothwell v/p/c
(Signature)

Date: July 1, 2004

STATE OF: Florida

COUNTY OF: Seminole

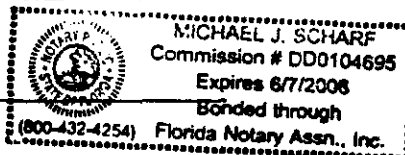
PERSONALLY APPEARED BEFORE ME the undersigned authority:

Ronald H Rothwell, Vice President
who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 2nd day of July, 20 04.

[Signature]
(Signature of Notary Public, State of Florida at Large)

Michael J. Scharf
(Print name of Notary Public)

My Commission Expires



SECTION G

DISCLOSURE OF LOBBY ACTIVITIES

Certification of Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreements and the extension, continuation, renewal, amendment or modification of any Federal contract, Grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Federal contract, Grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under Grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed:


Contractor's Authorized Representative

Ronald H Rothwell, VP, COO

Dated: **July 1, 2004**

SECTION E

DRUG-FREE WORKPLACE FORM

The undersigned Contractor, in accordance with Florida Statute 287.087, hereby certifies that:

Florida Industrial Electric, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform such employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Sub-section (1).
4. In the statement specified in Sub-Section (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As a person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Bidder's Signature
Ronald H Rothwell

Date: July 1, 2004

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/27/2003**PRODUCER**Bowen, Miclette & Britt, Inc.
1111 North Loop West
Suite 400
Houston TX 77008**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****INSURERS AFFORDING COVERAGE****NAIC #****INSURED**Florida Industrial Electric, Inc.
811 Wilma Street
Longwood FL 32750

INSURER A:	Continental Casualty Co.	20443
INSURER B:	RSUI Indemnity	22314
INSURER C:	Transportation Insurance Comp	20494
INSURER D:	American Cas. Co. of Reading,	20427
INSURER E:		

COVERAGES

The Policies of Insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	GL257291163	11/1/2003	11/1/2004	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 250,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000
EACH OCCURRENCE	\$ 1,000,000																
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000																
MED EXP (Any one person)	\$ 5,000																
PERSONAL & ADV INJURY	\$ 1,000,000																
GENERAL AGGREGATE	\$ 2,000,000																
PRODUCTS - COMP/OP AGG	\$ 2,000,000																
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BUA257291177	11/1/2003	11/1/2004	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																
BODILY INJURY (Per person)	\$																
BODILY INJURY (Per accident)	\$																
PROPERTY DAMAGE (Per accident)	\$																
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td>\$</td></tr><tr><td>AGG</td><td>\$</td></tr></table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EA ACC	\$	AGG	\$						
AUTO ONLY - EA ACCIDENT	\$																
OTHER THAN AUTO ONLY: EA ACC	\$																
AGG	\$																
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	NHN022763	11/1/2003	11/1/2004	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$		\$		\$		
EACH OCCURRENCE	\$ 5,000,000																
AGGREGATE	\$ 5,000,000																
	\$																
	\$																
	\$																
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC257291115	11/1/2003	11/1/2004	<table><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td>OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER																
E.L. EACH ACCIDENT	\$ 1,000,000																
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																
D	OTHER	WC2572911320S	11/1/2003	11/1/2004													

APPROVED BY RISK MANAGEMENT
BY M. J. [Signature]
DATE 10/26/04
WAIVER N/A ☒ YES

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Taxiway Airfield Lighting, marathon Airport AIP#3-12-0044-1499 Certificate holder is completed to read: Office of the Director of Purchasing. Certificate holder is named as additional insured as respects to general liability and auto liability as required by written contract.

CERTIFICATE HOLDERMonroe County Board of County Commissioners
5100 College Rd.; Public Svc Bldg-Cross Wing, Rm
Key West FL 33040**CANCELLATION**

Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 60 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD 25 (2001/08)

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Re: Taxiway Airfield Lighting, marathon Airport AIP#3-12-0044-1499 Certificate holder is completed to read: Office of the Director of Purchasing. Certificate holder is named as additional insured as respects to general liability and auto

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.